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8 INDYZEN, INC. and Defendant PRAVEEN
NARRA KUMAR

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

13 PARKRIDGE LIMITED, a Hong Kong
corporation, by Mabel Mak, and MABEL
14 MAK, an individual.

15 Plaintiffs,
16 vs.

17 INDYZEN, INC., a California corporation, and
PRAVEEN NARRA KUMAR, an individual,

Defendants.

20 | INDYZEN, INC., a California corporation.

Counter-Claimant.

vs.

23 PARKRIDGE LIMITED, a Hong Kong
corporation and RANDY GENE DOBSON an
individual,

Counter-Defendants.

27 Counter-Claimant Indyzen, Inc., (“Indyzen”) hereby submits its Reply in support of its
28 Motion For Extension to Serve Summons

Case No.: 4:16-cv-07387-JSW

Hon. Jeffrey S. White

**COUNTER-CLAIMANT INDYZEN, INC.'S
REPLY TO OPPOSITION FOR
EXTENSION TO SERVE SUMMONS**

Date: _____, 2020

Time 9:00 a.m.

Dept.: Courtroom 5, 2nd Floor

Counter-Claim Filed: May 7, 2020

I. INTRODUCTION

2 On September 3, 2020 Indyzen filed its Motion For Extension to Serve Summons on
3 Counter-Defendant Randy Gene Dobson (Dkt. 159). As set forth in the moving papers, Dobson is
4 on full notice of this Counter-Claim and as such, no prejudice will occur in granting this Motion.
5 Indyzen has acted diligently in attempting to locate Dobson and effectuate service of process, and
6 continues to do so, but to date has been unsuccessful. In this Reply to Dobson’s Opposition,
7 Indyzen reiterates the information and arguments set forth in the moving papers, and offers the
8 additional argument as follows:

II. ARGUMENT

A. Claims Against Dobson Are Not Moot

11 Indyzen’s Counter-Claim against Dobson for Counts 1 (Breach of Contract), Count 2
12 (Account Stated), Count 4 (Breach of Oral Contract) and Count 5 (Promissory Estoppel) are all still
13 active claims. In his moving papers, Dobson alleges that all claims against him are moot based on
14 his interpretation of Dkt. 155, this Court’s Order relating to Dobson’s (second) Motion to Dismiss.
15 (See Opposition, Dkt. 161 at p. 2 ¶¶ 9-15) However, this Court’s Order does not dispel of the entire
16 action against Dobson. (See Dkt. 155) The Order clearly states “... Counter-Defendant Randy
17 Dobson’s Motion to Dismiss **Count 3** are GRANTED with leave to amend. (See below.)”. (*id.*, at
18 ¶¶ 1-3, emphasis added). The relevant text set forth below Honorable Jeffrey White’s signature
19 block reads as follows: “Defendant and counter-claimant Indyzen, Inc. may file an amended
20 counterclaim for fraud by no later than September 14, 2020 to allege sufficient facts for the Court
21 to adjudicate whether any fraud claim may proceed.” (*id.*, at ¶¶ 9-12) It further states in relevant
22 part, “**Should Indyzen, Inc. elect to file an amended counterclaim for fraud** and the Court
23 determine that it fails to comply with this order, the Court shall consider levying sanction in addition
24 to dismissal without leave to amend”. (*id.*, at ¶¶ 22 – 24, emphasis added) Accordingly, the only
25 Count dismissed against Dobson is Count 3 (Fraud). Indyzen has elected to forgo Count 3 for fraud
26 and pursue the remaining Counts 1, 2, 4, and 5 not previously dismissed. Thus, the claims against
27 Dobson are not moot.

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1 **B. This Court Has Already Ruled On The Personal Jurisdiction Issues Raised**

2 Dobson continues to allege that no personal jurisdiction exists. However, as stated in prior
 3 pleadings, and as previously adjudicated by this Court, Personal Jurisdiction does exist and is set
 4 forth in this Court's April 13, 2018 Order Granting Petition To Compel Arbitration And Denying
 5 Motions To Dismiss. (Dkt. 63). "The Court further finds that it may properly exercise jurisdiction
 6 over the Dobson Companies. These companies are closely associated with Randy Dobson and, **by**
 7 **signing the [Morfit] Agreement to perform the subject work in California, he is properly**
 8 **subjected to the jurisdiction of this Court.** (*Id.* at 2:21–24; Emphasis added)

9 The facts and circumstances of this issue, already adjudicated, are set forth in great detail in
 10 Indyzen's Reply brief pertaining to its originally filed motion to compel arbitration (Reply Brief at
 11 Dkt. 54 at p 4 line 19 - p 6 line 25). There, Consent and Minimum Contacts were plead with
 12 sufficient detail allowing this Court to enter Dkt., 63, finding personal jurisdiction and compelling
 13 Dobson to Arbitration. Further evidencing his consent, Dobson participated in the Arbitration in
 14 California as reflected in the Final Award. The Arbitration was not just limited to Parkridge but
 15 addressed claims asserted against Dobson personally as well.

16 That Dobson participated in the Arbitration in California to address claims involving him
 17 personally is itself a sufficient contact to support a finding of personal jurisdiction. Dobson cannot
 18 be allowed to pick and choose when he wants to enter California to resolve claims against him and
 19 when he doesn't. Likewise, Indyzen's fourth and fifth counter-claims allege facts sufficient to
 20 demonstrate personal jurisdiction. (See Dkt. 124 at ¶¶ 55-56, 67-68). It was always clear that
 21 Indyzen was located in California. Clearly any subsequent contracts and promises made with an
 22 individual and corporate entity in California, all provide further evidence of Dobson's conduct
 23 reaching into the forum State, and thus conferring this Court's jurisdiction over him.

24 **III. CONCLUSION**

25 Indyzen continues in its diligent effort to effectuate service on Dobson so it may pursue the
 26 remaining counts in its counter-claim. Dobson continues to flout this Court's authority, and reach,
 27 raising the same previously adjudicated arguments in support thereof. Dobson has full and fair
 28 notice of these proceedings, through counsel, and rather than appear and defend this action, he

1 conveniently uses his international status and financial means as an escape. For reasons set forth
2 in its moving papers, and above, Indyzen respectfully requests the Court grant this motion.
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5 DATED: September 24, 2020

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By: /s/ Christopher G. Addy
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